

ZB# 92-48

La Casa D'Oro, Inc.

9-1-12.1

Prelim.
Dec. 28, 1992.

Motion to
Sched. P.H.

Copy of: ^{Notice to} Sentinel 5/17/93.

- ① Deed ✓
- ② Title Report - at here
- ③ Fees: 150.00 ✓
- ④ Photos. at here. Paid

Public Hearing;
^{Letter sent on 5/27}

June 14, 1993.
Sign Variance
Approved

Atty's Time: 1.7 hrs.

\$ 54.50 addl fees
Paid due from Ap.
CK # 1482

9/24/93 ✓

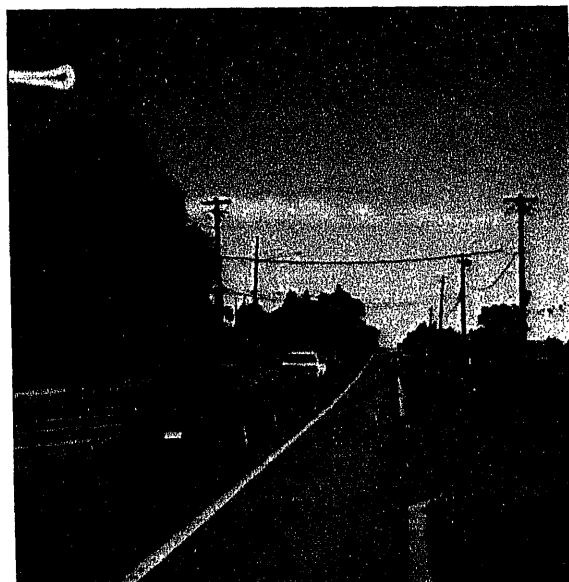
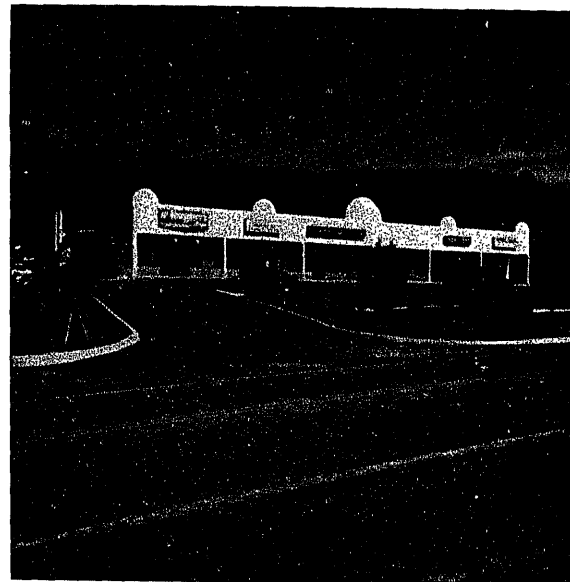
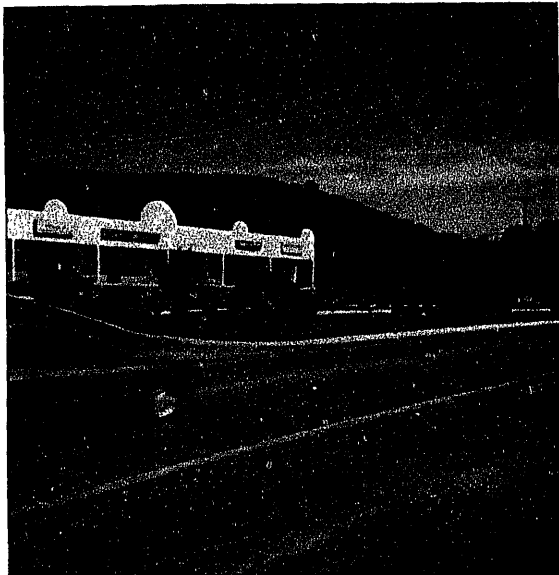
MADE IN U.S.A.

NO. 753 1/3

✱ ESSELTE

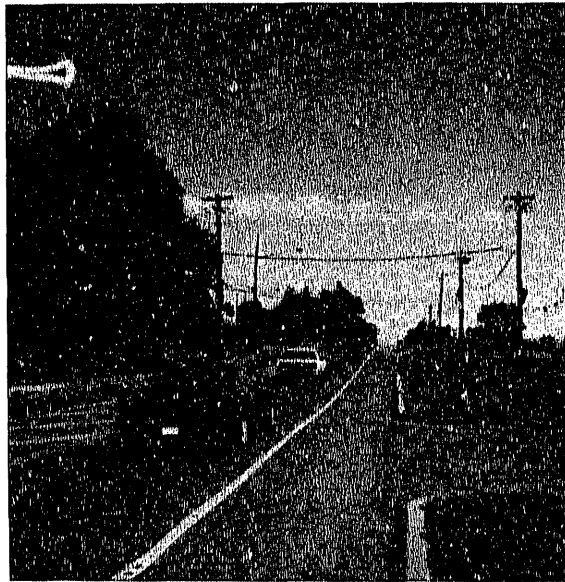
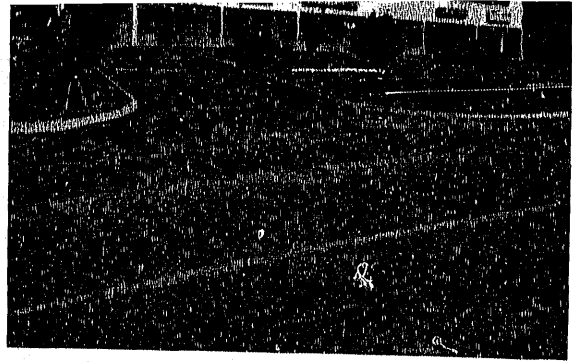
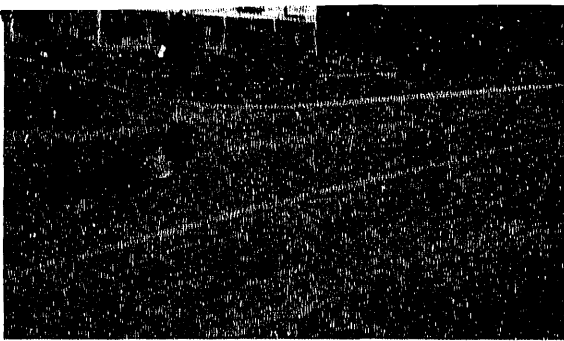
Oxford®

92-48- Clemenza, Anthony LaCasa
D'Ono
Sign- Heritage Square.



92-48

AREI



92-48

CP#200-JONES, RICHARD

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, NY 12550

GENERAL RECEIPT

13339

Received of Heritage Realty & Const Corp May 17 1993

One Hundred Fifty and 00/100 DOLLARS

For Zoning Board # 92-48 154 Windsor Hwy

DISTRIBUTION:

FUND	CODE	AMOUNT
	CP# 14/12	
	\$150.00	

By Pauline H. Tocoppa

Town Clerk
Title

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Clemenza, Anthony /
La Casa D'Ono.

FILE # 92-48

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE \$ 150.00 paid
 5/17/93 #1412

* * * * *

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 250.00 paid
 5/17/93 #1413

DISBURSEMENTS -

STENOGRAPHER CHARGES:

PRELIMINARY MEETING - PER PAGE 12/28/92 - 4 pages \$ 18.00
 2ND PRELIM. MEETING - PER PAGE \$
 3RD PRELIM. MEETING - PER PAGE \$
 PUBLIC HEARING - PER PAGE 6/14/93 - 7 pages \$ 31.50
 PUBLIC HEARING (CONT'D) PER PAGE \$
 TOTAL \$ 49.50

ATTORNEY'S FEES:

PRELIM. MEETING-	<u>.1</u>	HRS.	\$	<u> </u>
2ND PRELIM.	<u> </u>	HRS.	\$	<u> </u>
3RD PRELIM.	<u> </u>	HRS.	\$	<u> </u>
PUBLIC HEARING	<u>.2</u>	HRS.	\$	<u> </u>
PUBLIC HEARING	<u> </u>	HRS. (CONT'D)	\$	<u> </u>
FORMAL DECISION	<u>1.4</u>	HRS.	\$	<u> </u>
TOTAL HRS.		<u>1.7</u>	@ \$ <u>150.00</u>	PER HR.	\$ <u>255.00</u>
				TOTAL	\$ <u> </u>

MISC. CHARGES:

_____ TOTAL \$ 304.50

LESS ESCROW DEPOSIT \$ 250.00
 (ADDL. CHARGES DUE) \$ 54.50 *addl. fee due.*
 REFUND TO APPLICANT DUE \$
Paid in full

(9-1-12.1)

In the Matter of the Application of

LA CASA D'ORO, INC.

DECISION GRANTING
SIGN VARIANCE

#92-48.

-----X

WHEREAS, LA CASA D'ORO, INC., a corporation with its principal offices at P.O. Box 289, Chester, N. Y. 10918, has made application before the Zoning Board of Appeals for a 104 s.f. sign area variance for a free-standing sign for its mini-mall to be located near the road at 154 Windsor Highway, New Windsor, New York 12553 in a C zone; and

WHEREAS, a public hearing was held on the 14th day of June, 1993, before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, Patrick Kennedy, L. S., and MAUREEN SPALETTA, the Secretary-Treasurer of the corporate applicant, were present at the hearing and both spoke in support of the application on behalf of the applicant; and

WHEREAS, there were two (2) spectators present at the public hearing, namely, Samuel Sorbello and Kathryn Sorbello. Mr. Sorbello was concerned about the possibility that the proposed sign might interfere with visibility from Hillside Avenue of traffic on N.Y.S. Route 32. Upon reviewing the proposed sign location, he concluded that the sign would not create a visibility problem. Thus Mr. and Mrs. Sorbello did not object to the application; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that the applicant is seeking to vary the provisions of the bulk regulations pertaining to sign area in order to construct a 134 s.f free-standing sign for the mini-mall on its site which is located on N.Y.S. Route 32, at 154 Windsor Highway.

3. Applicant's proposed sign area exceeds the maximum area allowed in the bulk regulations for a free-standing sign in the C zone by 104 s.f. Consequently, the applicant requires a variance for more than the allowable free-standing sign area in order to allow construction thereof.

4. The evidence presented and the Board's familiarity with the area shows that Route 32, Windsor Highway in the Town of New Windsor, the site of the proposed sign, is a busy and well-traveled highway in the town. Motorists typically pass the subject site at between 35 and 40 m.p.h., depending on traffic conditions. In addition, the applicant's stores are set back a distance from the road with parking in front. This set back was established previously by a restaurant which formerly occupied the site before it was reconstructed as retail stores, its present use. An adjacent structure which is located to the south of the property in question, sits closer to the road and blocks the visibility of applicant's property. This set back for the applicant's stores places the building much further back from the road than many neighboring businesses, all of whom have signage, and some of that signage exceeds the applicable bulk regulations for maximum sign area. All of these factors make clear signage which quickly identifies the location of the mini-mall and the stores located therein absolutely essential.

5. The evidence presented by the applicant indicated that the tenants in this mini-mall have complained that new and potential customers are having trouble locating the stores. The proposed free-standing directory sign will aid in quick recognition of the several different businesses upon the premises as well as improving safety for passing traffic and users of the premises.

6. The evidence presented by the applicant further indicated that the applicant's store front is 126 ft. wide and, given its location set back some 86 or so feet from the road, it thus requires signage which is larger than allowed by the bulk regulations in order to achieve reasonable exposure to the public and enhance quick recognition of the applicant's tenants' businesses.

7. The evidence presented by the applicant also indicated that, due to the set back, the building and the wall signs on the building were not readily visible to motorists passing on N.Y.S. Route 32. Consequently the tenants have erected a number of temporary signs along the side of the road which are unattractive, visually confusing and detrimental to the public health, safety and welfare. It is the finding of this Board that these temporary signs along the road should be removed as a condition of granting the requested free-standing sign area variance.

8. The evidence presented by the applicant further indicated, and the Board's familiarity with the area further shows, that clear, easily recognized signage is especially critical in this area of Route 32 because of the rapidly moving traffic along this busy highway. Clear and quickly readable signage at this site will minimize the hazards to the public health, safety, and welfare as well as providing the applicant with the necessary exposure at the site for the tenants' businesses.

9. The evidence presented further showed that the proposed signage will facilitate ready identification of the applicant's property by passing motorists.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties. The premises are used for uses permitted in the C zone which is consistent with the character of the neighborhood.

2. There is no other feasible method available to applicant which can produce the benefit sought other than the variance procedure.

3. The requested variance is substantial in relation to the bulk regulations for sign area. However, it is the conclusion of this Board that the granting of the requested substantial area variance is warranted here because many of the nearby properties along N.Y.S. Route 32 also have signage which is larger than the maximum permitted by the bulk regulations and, in addition this is a commercial area in a C zone along a busy highway. In addition, the applicant's building is set back from Route 32 at a further distance than the buildings of most of the neighboring commercial properties and thus requires a larger sign in order to achieve quick recognition by passing motorists.

4. The requested variances will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the applicant faces in conforming to the bulk regulations is not self-created. The set back of the building location on this site was created by the former restaurant on this site which has been renovated and extended for the present use as retail stores. It would not have been economically feasible for the applicant to reconstruct the building close to the road for its new use as retail stores and relocate the parking to the rear.

6. It is the finding of this Board that the benefit to the applicant, if the requested sign area variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community by such grant.

7. It is the further finding of this Board that the requested sign area variance is the minimum variance necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested sign area variance.

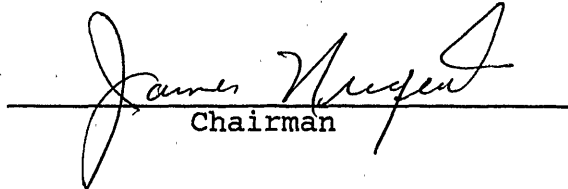
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 104 s.f. sign area variance for a free-standing sign at the above location in a C zone as sought by the applicant, in accordance with plans filed with the Building Inspector and presented at the public hearing, subject to the conditions that the applicant remove all existing temporary signs along N.Y.S. Route 32 and that the applicant shall not erect, nor shall the applicant permit its tenants to erect, any free-standing signs along N.Y.S. Route 32, except for the one proposed 134 s.f. free-standing sign which is the subject of the instant variance application.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: September 13, 1993.


Chairman



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

(914)563-4630

Date: Sept. 14, 1993
FAX: 914-563-4693

RE: ZONING BOARD OF APPEALS - APPLICATION # 92-48

Dear ZBA Applicant:

After computation of the consulting fees that were posted with your application before the Zoning Board of Appeals, the Board found that there are additional fees due and owing in the amount of \$ 54.50. (A copy of the computation list is attached).

paid
In order to obtain a copy of your formal decision, this amount will have to be paid immediately.

Please forward a check in the above amount and I will be happy to furnish an executed copy of the formal decision.

Very truly yours,

Patricia A. Barnhart

PATRICIA A. BARNHART, Secretary
Zoning Board of Appeals

OK #1482
9/24/93 *(PAB)*

/pab

Attachment

(ZBA DISK#7-031292.FEE)

Date 6/30/93, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 172 Moores Hill Rd DR.
New Windsor NY 12553

DATE			CLAIMED	ALLOWED
6/14/93		New Windsor Zoning Board	75 00	
		Misc. 1		
		Jones - 11		
		Toyota - 10		
		Greene - 9		
		Berry - 4		
		Leidy - 4		
		La Casa D'oro, Inc - 7 31.50		
		DeDominicis - 2	216 00	
		48pp		
			291 00	
			- 46 00	per 5/24
			245 00	

June 14, 1993

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LA CASA D'ORO, INC.

MR. NUGENT: Request for 84 s. f. free standing sign at Heritage Square located on Rt. 32 in an NC zone.

Patrick Kennedy, L.S. appeared before the board for this proposal.

MR. LUCIA: It came in under that time under Anthony Clemenza, which is why you don't recognize it.

MR. BABCOCK: New ordinance is going to allow 64 square foot sign.

MR. LANGANKE: Are we making a new ordinance big enough so that we're going to cut down on the number of variance requests?

MR. TORLEY: When does this new ordinance go into effect?

MR. BABCOCK: They are having a public hearing 14th of July.

MR. LANGANKE: Are we making the ordinance or the sign allowance big enough so we don't have all these people coming in?

MR. NUGENT: We don't have anything to say about it.

MR. TANNER: The idea was to have it increased but if you pick too large a number, then you can end up with some situations you really didn't want. The idea was to try and get a compromise.

MR. KENNEDY: What you have here is you have an expansion of an existing building, the building was under several different restaurant names over the years and the building is set back quite a ways. The building going south on 32 sits much closer to the road and really blocks the visibility of this piece of property. People have, tenants are complaining people don't, if you look at the one picture I showed from like out in front of the convenient store, you can't even see the building coming up 32 from there and

people are driving right by without even seeing that this exists. What they are trying to do is put a sign up front that would all the different names of the buildings, the directory signs so that people can see that these people do exist back in there.

MR. TANNER: What they have done is put their own signs out by the road. They'll definitely disappear, there will be no reason for those.

MR. TORLEY: That doesn't mean they are not going to stay there, Pat.

MR. KENNEDY: They are just portable close up signs. We have a representative of the owner and she'll make sure that those are gone.

MR. TORLEY: That is something I'd like to see if we can put that into our, if we grant the variance, put that in that all the portable signs will be removed.

MR. LANGANKE: Why do you have to do that, I mean doesn't, the building inspector asks people to move signs and if they are in violation, doesn't the building inspector say these signs are in violation they must be moved?

MR. KENNEDY: There will be one sign with a listing of the stores.

MR. BABCOCK: He's allowed 30 square feet today, he's asking for a 134 feet, he needs a variance of 84 square feet total both sides.

MR. NUGENT: What I asked the board is it two sided?

MR. TANNER: That is only one side there.

MR. KENNEDY: There was an existing signage out there I don't have what it looked like with the restaurant it was more than 30 square feet. It was much larger than 30 square feet both sides.

MR. NUGENT: Will that be illuminated?

MR. KENNEDY: Yes.

MR. TANNER: Internal?

MS. SPALETTA: Yes, the whole thing all the way down.

MR. BABCOCK: I want to correct those numbers, he's allowed 30, he's asking for 134 that means he needs 104 not 84.

MR. NUGENT: He's allowed 30.

MR. BABCOCK: Yes.

MR. TANNER: There's 6 stores in there?

MRS. MAUREEN SPALETTA (phonetic): Right now one and five and one vacant store.

MR. BABCOCK: You thought that it was a 50 foot allowance so he was asking for 84 and we just copied the 84 over, would be 104.

MR. TORLEY: And this sign will be sufficient setbacks from the road?

MR. BABCOCK: Right, 15 feet.

MR. TORLEY: We're not having any trouble with sight line obstructions?

MR. KENNEDY: No.

MR. LUCIA: Legal notice doesn't cite any numbers so I don't think there's any prejudice by amending the 84 to 104 square feet.

MR. TANNER: Is this situated right in the middle?

MR. KENNEDY: Pretty much smack dab in the middle of the property.

MR. TANNER: That is about the only place it can be seen on that property.

MR. LUCIA: Thank you for giving me a copy of the deed and title policy, I see it refers to certain covenants, requirements, restrictions. Is there anything affecting title to this property to your knowledge which would prohibit the applicant from maintaining the signage which they are now seeking a variance on?

MR. KENNEDY: No, she rents, the owner is here.

MS. SPALETTA: Yes.

MR. LUCIA: You're an officer or the owner?

MS. SPALETTA: Secretary-treasurer.

MR. LUCIA: Pat, just a couple of questions on your area variance. Do you feel an undesirable change will be produced in the character of the neighborhood or detriment to the nearby properties by granting the variance?

MR. KENNEDY: No, everything up to the point are all commercial lands and they do have signs and it has been commercial for many years and had had signs in the past.

MR. LUCIA: Some of those signs would be larger than what's permitted in the zone3?.

MR. KENNEDY: Oh, yes.

MR. LUCIA: Do you feel the benefit sought by the applicant could be achieved by some other method feasible to pursue other than an area variance?.

MR. KENNEDY: No.

MR. LUCIA: Is the requested area variance substantial in terms of numbers?

MR. KENNEDY: Yes.

MR. LUCIA: You feel you need the exposure because of the setback from the building and the signs?

MR. KENNEDY: They have portable signs or sandwich boards that is the only way you're going to see the property.

MR. LUCIA: Will the proposed variance have an adverse effect or impact on physical or environmental conditions of the neighborhood?

MR. KENNEDY: Not other than what already exists up there.

MR. LUCIA: Is the alleged difficulty self-created?

MR. KENNEDY: No because the strip mall was done on an existing building that already sat back.

MS. SATLETTA: I've had complaints that the signage on the building has been inadequate for exposure.

MR. KENNEDY: Yes and they have been promising the other people for a while they'd be doing something about it.

MR. LUCIA: Thank you.

MR. NUGENT: Open it up to the public.

MR. SORBELLO: I live on Hillside Avenue, I'd like to know where the sign is going to be within the paved area?

MR. KENNEDY: You want to take a look at the map?

MR. SORBELLO: I don't have any knowledge where the sign is going to be placed how tall it's going to be, within the paved area now?

MR. KENNEDY: Right.

MR. BABCOCK: 11 feet high.

MR. SORBELLO: Because there's difficulty with visibility from Hillside Avenue with 32 rising up to in front of St. Joseph's School. How tall is the sign going to be?

MR. LANGANKE: 11 foot.

MR. LUCIA: It's going to be set back at least 15 feet from the road line, is that correct?

MR. BABCOCK: Yes.

MR. KENNEDY: Yes.

MR. LUCIA: Mr. Sorbello, in that location, do you think there's going to be a visibility problem?

MR. SORBELLO: No, if it was on the grass are closer to the road there would have been a problem with visibility of cars leaving not only the shopping area from but St. Joseph's School and coming over that hill in front of St. Joseph's on Route 32.

MR. LUCIA: In this location?

MR. SORBELLO: Where it is set in between the defined parking area now?

MR. LUCIA: Do you have any objection to the application?

MR. SORBELLO: No, I don't.

MR. LUCIA: Thank you.

MR. NUGENT: No further questions from the audience, I'll close the public hearing and open it back up to the board.

MR. TORLEY: I'd just like to thank them for coming, it's nice to get input from the neighbors.

MR. SORBELLO: I can't believe the attendance is this bad.

MR. NUGENT: I'll accept a motion.

MR. TANNER: Make a motion we grant the variance.

June 14, 1993

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MR. TORLEY: Second it.

MR. LUCIA: Do we want to condition it on the distance?

MR. TORLEY: I would like conditional removal of the temporary signs.

MR. TANNER: I'll add that to my motion.

MR. LANGANKE: I second it.

ROLL CALL

MR. TORLEY	AYE
MR. NUGENT	AYE
MR. TANNER	AYE
MR. HOGAN	AYE
MR. LANGANKE	AYE

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

92-48

Date: 5/17/93

I. ☒ Applicant Information:

- (a) LA CASA D'ORO, INC
(Name, address and phone of Applicant) (Owner)
- (b) PO Box 289
(Name, address and phone of purchaser or lessee)
- (c) CHESTER, NY 10918 914 451 3148
(Name, address and phone of attorney)
- (d) Patrick T. Kennedy, L.S. 219 Quassauck Ave, New Windsor, NY 12553 562-6444
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☒ Sign Variance
- ☐ Area Variance ☐ Interpretation

III. ☒ Property Information:

- (a) NC 54 Windsor Hwy. 9-1-12-1 1.27 acres
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? R2, R4 & PT
- (c) Is a pending sale or lease subject to ZBA approval of this application? No
- (d) When was property purchased by present owner? 4/27/76
- (e) Has property been subdivided previously? No
- (f) Has property been subject of variance previously? No
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? _____
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: No

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____

^{N/A}
 (b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. Area variance: ^{N/A}

(a) Area variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. _____	_____	_____
Reqd. Rear Yd. _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

* Residential Districts only

** No-residential districts only

^{N/A}
 (b) The legal standard for an "area" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also set forth any efforts you may have made to alleviate the difficulty other than this application.

✓ VI. Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Col. N.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	<u>30 SF</u>	<u>134 SF</u>	<u>34 S.F.</u>
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____

✓ (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

one Free standing, internally lit sign - Top section: 4'x8' "Heritage Square", Bottom Section: Six individual store signs covering a 5'x7' area. All signs to be readable from both sides

✓ (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation. N/A

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

✓ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

This is an existing commercial which was converted from a restaurant to a six unit retail strip mall. All approved site requirements are complete. There are existing approved signs on the building. However, due to locations of adjoining structures they cannot be seen until you are in front of property and stores now use portable signs. This new sign will eliminate the unsightly scattering of portable signs.

✓ IX. Attachments required:

✓ Copy of referral from Bldg./Zoning Insp. or Planning Bd.

✓ Copy of tax map showing adjacent properties.

N/A Copy of contract of sale, lease or franchise agreement.

✓ Copy of deed and title policy.

N/A Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.

✓ Copy(ies) of sign(s) with dimensions and location.

✓ Two (2) checks, one in the amount of \$ 150.00 and the second check in the amount of \$ 250.00, each payable to the TOWN OF NEW WINDSOR.

Photographs of existing premises from several angles.

Date: 5/17/93

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

X Maurice Spallitto
(Applicant)

Secretary/Treasurer

25th day of March, 1993.
Mary E. Bozard

Notary Public, State of N.Y.
Qualified in Ulster Co.
Comm. expires 1/31/94.

- (a) Public Hearing date: _____
- (b) Variance: Granted (☐) Denied (☐)
- (c) Restrictions or conditions: _____

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK

-----X
In the Matter of Application for Variance of

La Casa D'Oro, Inc.

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

92-48

-----X
STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On May 27, 1993, I compared the 27 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
27th day of May, 1993.

Deborah Green
Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1993

(TA DOCDISK#7-030586.AOS)

6/14/93 Public Hearing: La Casa D'Ono.

Name:

Address:

No objection

Samuel Sorbello

36 Hillside Av

Kathryn Sorbello

36 Hillside Av

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NY

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: DECEMBER 4, 1992

APPLICANT: CLEMENZA, ANTHONY
P.O. BOX 289
CHESTER, NEW YORK

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: DECEMBER 4, 1992

FOR (BUILDING PERMIT): INSTALLATION OF FREESTANDING SIGN

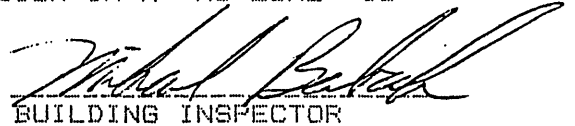
LOCATED AT: ROUTE 32 "HERITAGE SQUARE"

ZONE NC

DESCRIPTION OF EXISTING SITE: SEC: 9 BLOCK: 1 LOT: 12.1

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

MAXIMUM MEASUREMENT FOR A FREESTANDING SIGN IN A "NC ZONE" IS
30 SQ. FT.


BUILDING INSPECTOR

<u>PERMITTED</u>	<u>PROPOSED OR AVAILABLE</u>	<u>VARIANCE REQUEST</u>
ZONE NC	USE A-6	
SIGN		
FREESTANDING 30 SQ. FT.	134 SQ. FT	
HEIGHT		
WALL SIGNS		
TOTAL ALL SIGNS		
FEET FROM ANY LOT LINE		

REVISED 6-14-93

104 SQ FT
~~84 SQ. FT.~~

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD OF
APPEALS.

CC: Z.B.A., APPLICANT, B.P. FILE

Need sign name

IMPORTANT
REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

OTHER INSPECTIONS WILL BE MADE IN MOST CASES, BUT THOSE LISTED BELOW MUST BE MADE OR CERTIFICATE OF OCCUPANCY MAY BE WITHHELD. DO NOT MISTAKE AN UNSCHEDULED INSPECTION FOR ONE OF THOSE LISTED BELOW. UNLESS AN INSPECTION REPORT IS LEFT ON THE JOB INDICATING APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS - 565-8807

- 1- WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
- 2- FOUNDATION INSPECTION - CHECK HERE FOR WATERPROOFING AND FOOTING DRAINS.
- 3- INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
- 4- WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
- 5- INSULATION.
- 6- PLUMBING FINAL & FINAL. HAVE ON HAND ELECTRICAL INSPECTION DATA PER THE BOARD OF FIRE UNDERWRITERS, AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETE AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
- 7- DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.
- 8- \$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE SAME INSPECTION TWICE.
- 9- PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
- 10- THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
- 11- SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
- 12- SEPTIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
- 13- ROAD OPENING PERMITS MUST BE OBTAINED FROM TOWN CLERK'S OFFICE.
- 14- ALL BUILDING PERMITS WILL NEED A CERTIFICATE OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A \$15.00 FEE FOR THIS.

Name of Owner of Premises Anthony Clemenza
Address P.O. Box 289 CHESTER NY Phone 651-3148
Name of Architect JAY S. KLINE
Address _____ Phone _____
Name of Contractor LOREN Construction — Orange County Sign
Address _____ Phone _____
State whether applicant is owner, lessee, agent, architect, engineer or builder OWNER
If applicant is a corporation, signature of duly authorized officer.

Mauro Spallitta
(Name and title of corporate officer)

1. On what street is property located? On the _____ side of _____
(N.S.E. or W.)
and _____ feet from the intersection of _____
2. Zone or use district in which premises are situated. Is property in a flood zone? Yes _____ No _____
3. Tax Map description of property: Section 9 Block 1 Lot 12.1

NC.

ANYONE WHOSE WORK IS INSPECTED, IT MUST BE APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

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State whether applicant is owner, lessee, agent, architect, engineer or builder OWNER
If applicant is a corporation, signature of duly authorized officer.

Maurice Spallitta
(Name and title of corporate officer)

1. On what street is property located? On the _____ side of _____
(N.S.E. or W.)
and _____ feet from the intersection of _____
2. Zone or use district in which premises are situated. Is property in a flood zone? Yes _____ No _____
3. Tax Map description of property: Section 9 Block 1 Lot 121
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:
a. Existing use and occupancy STORES b. Intended use and occupancy _____
5. Nature of work (check which applicable): New Building _____ Addition _____ Alteration _____ Repair _____
Removal _____ Demolition _____ Other X SIGN 8'4" 7'0" x 5' DIRECTORY SIGN
6. Size of lot: Front Rear _____ Depth _____ Front Yard _____ Rear Yard _____ Side Yard _____
Is this a corner lot? _____
7. Dimensions of entire new construction: Front _____ Rear _____ Depth _____ Height _____ Number of stories _____
8. If dwelling, number of dwelling units _____ Number of dwelling units on each floor _____
Number of bedrooms _____ Baths _____ Toilets _____
Heating Plant: Gas _____ Oil _____ Electric/Hot Air _____ Hot Water _____
If Garage, number of cars _____
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use. _____
10. Estimated cost \$3000.00 Fee _____

(to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....
Approved.....19.....
Disapproved a/c.....
Permit No.

Office Of Building Inspector
Michael L. Babcock
Town Hall, 555 Union Avenue
New Windsor, New York 12550
Telephone 565-8807

Refer —

Planning Board.....
Highway.....
Sewer.....
Water.....
Zoning Board of Appeals

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date...12-4-1997

INSTRUCTIONS

- This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- The work covered by this application may not be commenced before the issuance of a Building Permit.
- Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

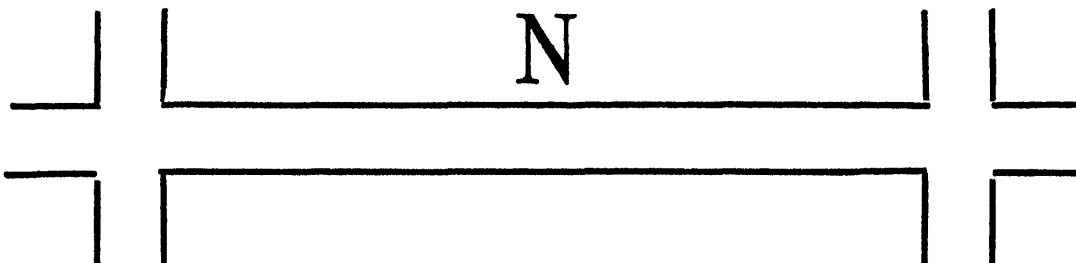
.....
(Signature of Applicant)

.....
(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.

Applicant must indicate the building line or lines clearly and distinctly on the drawings.



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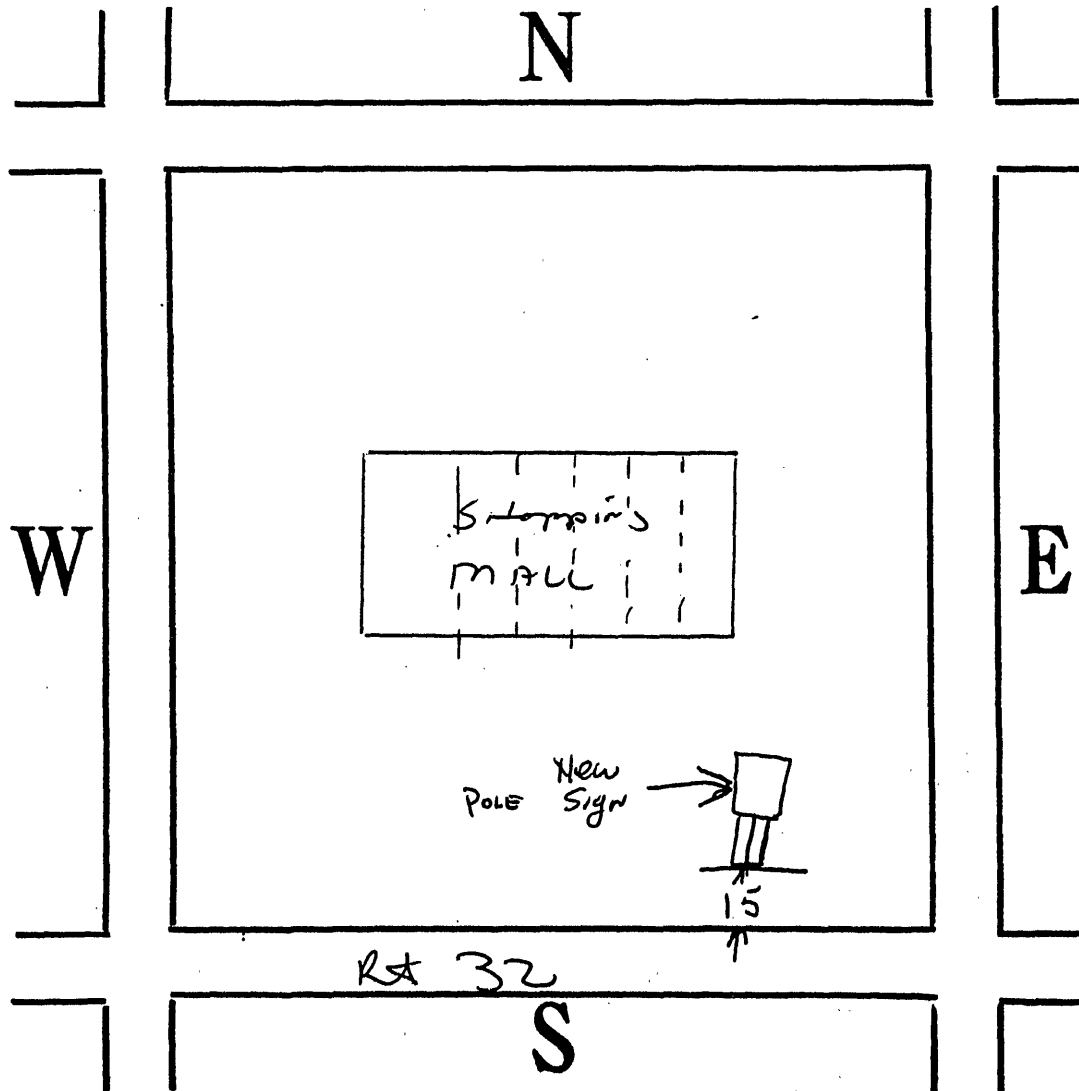
.....
(Signature of Applicant)

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(Address of Applicant)

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Heritage Square

Rockaway BEDDING

STORE #2

#3

#4

#5

#6

SIGN
TO
BE
U.L.
Listed

~~TOTAL~~
SQ FT

TOP 32'

BOT 315

67

BOTH SIDES 67

134

5'

Patrick T. Kennedy, L.S.

PROFESSIONAL LAND SURVEYOR
219 QUASSAICK AVENUE, SUITE 2 SQUIRE VILLAGE SHOPPING CENTER NEW WINDSOR, NEW YORK 12553
(914) 562-6444

Dec. 2, 1992

Michael Babcock, Building Inspector
Town Hall
55 Union Ave.
New Windsor, New York 12553

Re: Sign Variance for Anthony Clemenza: "Heritage Square"
Windsor Highway (Rte. 32), Town of New Windsor

Dear Michael:

Please find enclosed a copy of the proposed sign face as sent to me by Anthony Clemenza for the above referenced project

As I see it the following is required:

Total Allowable sign Area = 50 S.F.

Proposed sign Area = 134 S.F.

Required Variance = 84 S.F.

Sign Break down:

"Heritage Square" = 32 SF/side = 64 S.F.

Store Signs: Six Stores @ ~~5.83 SF~~ 11.66 SF per store per side = 70 S.F.

Also, how is the existing signs on the building treated.

Very Truly Yours



St. Joseph R.C. Church

529

5.1 A

25.21

49.4 A

SECTION 21

7.2

2.2 A

12.2

2.5 A

12.1

1.3 A

24

3.3 A

MAP 8011

BP # 4324

BP # 1001

BP # 10224

10/88

BP # 4325

BP # 3691

12

253

14.4 A

BP # 4324

BP # 4325

BP # 4326

BP # 4327

BP # 4328

BP # 4329

BP # 4330

BP # 4331

BP # 4332

BP # 4333

BP # 4334

BP # 4335

BP # 4336

BP # 4337

BP # 4338

BP # 4339

BP # 4340

BP # 4341

BP # 4342

BP # 4343

BP # 4344

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BP # 4346

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BP # 4352

BP # 4353

BP # 4354

BP # 4355

BP # 4356

BP # 4357

BP # 4358

BP # 4359

BP # 4360

BP # 4361

BP # 4362

BP # 4363

BP # 4364

BP # 4365

1.4 A(C)

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SEE SECTION 12

1" = 100'

BRIDGE

COUNTY

HWY.

VAILS

GATE

NO. 6

FIRE

DISTRICT

SECTION 24

9-1-12.1

ON 35

TOTAL P. 10

Robert J. Dickover, Esq.
ATTORNEY AND COUNSELOR AT LAW

OF COUNSEL

GEORGE T. VURNO, ADMITTED TO N.Y. & N.J. BAR

SUCCESSOR LAW FIRM TO:

ALEXANDER APPELBAUM, P.C. (1915-1988), FLORIDA, N.Y.
LUDMERER & VURNO, ESQS., WARWICK, N.Y.

31 MAIN STREET, P.O. BOX 100
WARWICK, NEW YORK 10990
914-986-1700
914-651-4028

July 9, 1990

Anthony Clemenza
8108 Avenue L
Brooklyn, NY 11236

Re: Clemenza with La Casa D'Ora, Inc.

Dear Mr. Clemenza,

Enclosed please find your final title certificate issued by Ticor Title Insurance Company on the premises purchased from La Casa D'Ora, Inc. You should keep this document in a secure place for future reference.

Very truly yours,

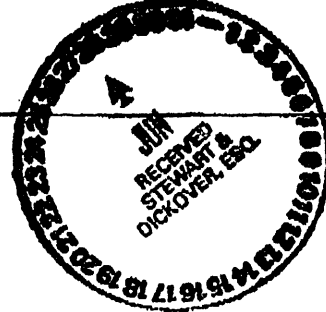
RJD/sv
enclosure

BY: 
ROBERT J. DICKOVER, ESQ.

 **TICOR TITLE GUARANTEE**

 **TICOR TITLE INSURANCE**

Policy of Title Insurance



**American Land
Title Association
Owner's Policy
With New York
Coverage
Endorsement
Appended**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TICOR TITLE GUARANTEE COMPANY, a New York Corporation, and TICOR TITLE INSURANCE COMPANY, a California Corporation, jointly and severally, together herein called "The Company," insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;



2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

This policy shall not be valid or binding until countersigned below by a validating signatory of the Company.

TICOR TITLE GUARANTEE COMPANY

TICOR TITLE INSURANCE COMPANY

By  President
Attest  Secretary
Validating Officer
or Agent 

By  President
Attest  Secretary

This policy shall not be valid or binding until countersigned by a validating officer or agent of the Company.



Exclusions from Coverage

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

Conditions and Stipulations

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule A, or in Schedule C if not provided for in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in the applicable Schedule, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the

land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants or warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it

shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment in the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required,

shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION. EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in the applicable Schedule consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be

required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its Main Office, 39 Broadway, New York, N.Y. 10006.

TICOR TITLE GUARANTEE COMPANY
and
TICOR TITLE INSURANCE COMPANY

NEW YORK COVERAGE ENDORSEMENT

TO BE ATTACHED TO AND MADE A PART OF ALTA OWNER'S
POLICY (10/21/87)

1. The following is added to the insuring provisions on the face page of this policy:
 - "5. Any statutory lien for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."
2. The following is added to Paragraph 7 of the Conditions and Stipulations of this policy:
 - "(d) If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances, except real estate taxes, assessments, water charges and sewer rents."
 - "(e) Provision is made in the rate manual of this company filed with the Superintendent of Insurance of the State of New York for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this sub-section shall this company be deemed to have insured the sufficiency of the instrument of conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy."

Nothing herein contained shall be construed as extending or changing the effective date of said policy, unless otherwise expressly stated.

This Coverage is made a part of said policy and is subject to the Exclusions from Coverage, schedules, conditions and stipulations therein, except as modified by the provisions hereof.

IN WITNESS WHEREOF, the company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

TICOR TITLE GUARANTEE COMPANY

TICOR TITLE INSURANCE COMPANY

By 
President
Attest 
Secretary


By 
President
Attest 
Secretary


TICOR TITLE GUARANTEE COMPANY and TICOR TITLE INSURANCE COMPANY

ALTA OWNER'S POLICY (10-21-87)

SCHEDULE 'A'

Date of Policy: APRIL 3, 1990

Policy Number: T-98-89-00328

Amount of Insurance: \$545,000.00

1. Name of Insured:

La Casa D'Ora, Inc.

2. The estate or interest in the land which is covered by this policy is:

FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

La Casa D'Ora, Inc.

By deed from Sada Restaurant Corporation dated
4-27-76, recorded 4-28-76 in Liber 2034 cp 827.

4. The land referred to in this policy is described on the following page(s).

TICOR TITLE GUARANTEE COMPANY and TICOR TITLE INSURANCE COMPANY

Policy Number: T-98-89-00328

SCHEDULE 'A'

The premises in which the insured has the estate or interest covered by this policy

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of New Windsor, County of Orange and State of New York bounded and described as follows:

BEGINNING at an iron pin in the division line between lands of the ROMAN CATHOLIC CHURCH of ST. JOSEPH, and lands of COLANDREA, said iron pin is located in the westerly highway line of Route 32 between Vails Gate and Newburgh, and being the northeast corner of the herein described parcel, thence on the following five (5) courses and distances:

1. North 52° 22' 00" West for 270.50 feet to an iron pin; thence
2. South 35° 38' 00" West for 195.92 feet to an iron pin; thence
3. South 49° 02' 02" East for 113.74 feet to an iron pin; thence
4. South 48° 00' 00" East for 158.07 feet to an iron pin in the westerly highway line of Route 32; thence
5. North 35° 38' 00" East along the said highway line for 214.58 feet to the point and place of beginning.

TICOR TITLE GUARANTEE COMPANY and TICOR TITLE INSURANCE COMPANY

ALTA OWNER'S POLICY (10-21-87)

Policy Number: T-98-89-00328

SCHEDULE 'B'

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. No title is insured to any lands lying in the bed of any street, road or avenue.
2. a. Any state of facts an accurate survey would show.
b. Any state of facts a personal inspection of the premises may disclose.
3. Water rights in Liber 717 cp 519.
4. Right of way reserved in Liber 1062 cp 513, as repeated and modified in Liber 2034 cp 827.
5. Sewer and water line agreements in Liber 2034 cp 827.
6. Mortgage made by La Casa D'Ora, Inc. and Anthony Clemenza to Anthony Clemenza dated 4-3-90 recorded 4-4-90 in Liber 3685 mp 324 in the amount of \$295,000.00.

Which mortgage was assigned by Anthony Clemenza to Cosimo Di Brizzi by Assignment dated 4-8-90 recorded 4-9-90 in Liber 3688 mp 220.

Pls. publish on or before 4/2/93. Send bill to: Heritage Realty & Const. Corp.
P.O. Box 289
Chester, N.Y. 10918.

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals
of the TOWN OF NEW WINDSOR, New York will hold a
Public Hearing pursuant to Section 48-34A of the
Zoning Local Law on the following proposition:

Appeal No. 48

Request of La Casa D'Oro, Inc.

for a VARIANCE of

the regulations of the Zoning Local Law to

permit freestanding sign w/ more than
the allowable area;

being a VARIANCE of

Section 48-12-Table of Use/Bulk Regs. - Ch. N.

for property situated as follows:

154 Windsor Highway, New Windsor,
N.Y., known as tax map Section 9-
Block 1 - Lot 12.1.

SAID HEARING will take place on the 14th day of
June, 1993, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 o'clock P. M.

James Nugent.
Chairman

By: Patricia A. Barnhart, Secy.



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

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April 13, 1993

Mr. Patrick Kennedy
219 Quassaick Ave.
New Windsor, NY 12553

Re: Tax Map Parcel 9-1-12.1

Dear Mr. Kennedy:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$45.00, minus your deposit of \$25.00.

Please remit the balance of \$20.00 to the Town Clerk's office.

Sincerely,

Leslie Cook / P.C.
Leslie Cook
Sole Assessor

LC/po
Attachments

cc: Pat Baughart

Antonelli, Archie P. & Gloria Jean
28 Hillside Ave.
New Windsor, NY 12553

DiPaolo, Josephine
32 Hillside Ave.
New Windsor, NY 12553

Avacar Motel, Inc.
158 Windsor Highway
New Windsor, NY 12553

Talmadge, Angelina
154 Windsor Highway
New Windsor, NY 12553

Roman Catholic Church of St. Joseph
6 St. Joseph Place
New Windsor, NY 12553

Kim, Doo Joseph
425 Angelo Rd.
Cornwall, NY 12518

Impellitteri, Jr., Gerard I.
c/o Duffers Hid-A-Way
139 Windsor Highway
New Windsor, NY 12550

Redl, Herbert H.
240 North Road
Poughkeepsie, NY 12602

Pleasant Acres Nursery, Inc.
151 Windsor Highway
New Windsor, NY 12553

Sorbello, Samuel L. & Kathryn A.
36 Hillside Ave.
New Windsor, NY 12553

DiPaolo, Patsy & Josephine
32 Hillside Ave.
New Windsor, NY 12553

Mann, Kevin P. & Ellen T.
24 Hillside Ave.
New Windsor, NY 12553

Mahood, Philomena Guariglia
20 Hillside Ave.
New Windsor, NY 12553

Acquaro, Samuel J. & Madelyn M.
16 Hillside Ave.
New Windsor, NY 12553

Buthakurn, Jaroon R.
12 Hillside Ave.
New Windsor, NY 12553

Windsor Court Motel, Inc.
c/o Andre Honch
4 Hillside Ave.
New Windsor, NY 12553

Antonelli, Louis J. & Kathleen
3 Hillside Ave.
New Windsor, NY 12553

Antonelli, Sr., Frank P. &
Antonelli, John R.
360 Union Ave.
New Windsor, NY 12553

Cubito, Joseph F. & Rose Ann
15 Hillside Ave.
New Windsor, NY 12553

DeLeonardo, Joseph & Carmela
1647 Roland Ave.
Wantagh, NY 11793

Cracolici, Gino & Ella
23 Hillside Ave.
New Windsor, NY 12553

Gonzalez, Jose & Janet &
Johnson, Jeanette M.
27 Hillside Ave.
New Windsor, NY 12553

McCullom, Bernard E.
31 Hillside Ave.
New Windsor, NY 12553

Central Hudson Gas & Electric Corp.
c/o Tax Agent
South Road
Poughkeepsie, NY 12602

Antonelli, Sr. Frank P. &
Antonelli, John R.
170 Windsor Highway
New Windsor, NY 12553

Nycrest Corp.
c/o Convenient Ind. of America, Inc.
210 Broadway East
Cuyahoga Falls, OH 44222

Sarinsky, Leonard
171 Windsor Highway
New Windsor, NY 12553

Date 1/18/93, 19.....

TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553**

TO Frances Roth 389 Moores Hill Rd DR.

New Windsor NY 12553

DATE		CLAIMED	ALLOWED
12/24/92	Zoning Board Meeting	75.00	
	Bernhardt - 9 - 40.50.		
	Clemenza - 4 - 18.00		
	Sarnsky - 26 - 117.00.		
	Misc - 3		
	<u>42 pgs</u>	<u>189.00</u>	
		306.00	

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CLEMENZA, ANTHONY

MR. FENWICK: Request for 84 s.f. sign area variance for freestanding directory sign at Heritage Square on Route 32 adjacent to St. Joseph's School in an NC zone.

Mr. Patrick Kennedy appeared before the board representing this proposal.

MR. KENNEDY: This is a copy of our approved site plan.

MR. FENWICK: Last revised date looks like October 27.

MR. BABCOCK: February 15, 1991.

MR. KENNEDY: This existing site was where the Trencherman Three restaurant was, they put an addition, made it a strip mall, site plan was approved, et cetera. After completing they got signs that they have on the face of the building itself. Then there started to be an accumulation of signs along the road and the biggest problem they have is tenants feel they have is being seen, if you are at the traffic light on 32 and Union Avenue, you can't even see this building. It sits back that far as opposed to the other buildings to the south of it. So, what they want to do is put one sign in the front giving the name, showing the name Heritage Square and then having a listing sign underneath for each one of the tenants that are there are that are renting there. I believe he shows spaces for 6 tenant signs, the building was basically set up for 6 units, I believe there's at least one that is using two of them right now so it's only like 5 tenants in there actually.

MR. TANNER: Pat, the directory part of it, what size are we talking? I notice it's seven feet total but.

MR. BABCOCK: Five foot wide,

MR. KENNEDY: Five foot wide, they have Rockaway Bedding as being the large one I do not think they are more than a foot high.

MR. TORLEY: All of those other signs will disappear

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when this one goes up?

MR. KENNEDY: Yes, I do believe so. There would be no necessity for all the signs up front.

MR. LUCIA: The applicant indicated that the Heritage Square sign on the top is 32 square feet on one side and the bottom the 6 inserts are 35 square feet on one side so it is a total of 67 double, gives a total of 134.

MR. KENNEDY: That is correct.

MR. FENWICK: It will definitely be better than what's there. You are proposing to put this the legal distance off the curb whatever that might be?

MR. BABCOCK: 15 feet.

MR. KENNEDY: He's got room in that spot there, he originally wanted it to be in the middle, he's got plenty of room in various spots there that he can put that on there with no problem.

MR. LUCIA: Is the area of the wall signs conforming or will it be after this?

MR. KENNEDY: Yeah that is the existing signs.

MR. BABCOCK: On the building, yeah, there's no problem, they have permits for that.

MR. FENWICK: I'm glad you're coming in for this.

MR. TANNER: My only concern is they get this and they keep putting the other signs out there.

MR. TORLEY: We'll phrase it so the signs will go.

MR. FENWICK: Inside lit?

R. KENNEDY: Yes.

MR. FENWICK: All parts, even--

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MR. KENNEDY: He went over with Mike will what it will be made out of.

MR. BABCOCK: I don't remember exactly.

MR. FENWICK: So the reason why the applicant is here is for recognition, that is the point?

MR. KENNEDY: Yes.

MR. TORLEY: With the change in all of this, this does not have to go to Orange County Planning anymore?

MR. LUCIA: That is correct.

MR. FENWICK: Any other questions?

MR. TANNER: I make a motion we set him up for a public hearing.

MR. TORLEY: Second it.

ROLL CALL

MR. TORLEY	AYE
MR. TANNER	AYE
MR. FENWICK	AYE

MR. FENWICK: I'm going to ask Dan to explain to you all the ifs, ands or buts that you need to know before you come back.

MR. LUCIA: This is an area variance application, standard for a sign area variance is the same as on any area variance, the board in making its determination has to take into consideration the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such granting and when you come back, you need to speak to these five specific factors, give you a part of 267 B Town Law, there's an arrow in the margin listing what you have to speak to. When you come back, if you would please bring copy of the land owner's deed, title policy, some photographs of the site showing existing signage of the building

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and the front yard where it will be located. Pat will give you an application.

MR. KENNEDY: She already did.

MR. LUCIA: That should be returned with two checks both payable to the Town of New Windsor, one for \$150 applicatino fee and \$250 deposit against Town consultant fees in procesing your application.

MR. KENNEDY: Thank you.

TICOR TITLE GUARANTEE COMPANY

39 BROADWAY NEW YORK, N.Y. 10008 - 3003

DATE: 4/3/90
TITLE NUMBER

Stewart & Dickover, Esqs.
31 Main Street - P.O. Box 100
Warwick, New York 10990
Attn: Robert J. Dickover, Esq.

T-98-89-00328 EC
CLIENT NUMBER

EMISES: Town of New Windsor
ER: La Casa D'oro, Inc. INSURED Clemenza

(INDICATE ANY CHANGES DIRECTLY BELOW PRINTED AMOUNTS)

PREMIUM OR EXAM

TOTAL CHARGES

Fee Insurance \$545,000.00
Mtg Insurance \$295,000.00

\$1230.00
\$1181.00

CHARGE FOR ADDITIONAL INSURANCE (2)

ADDITIONAL APPLICATION FOR INSURANCE

AMOUNT OF INSURANCE

PREMIUM (2)

☐ \$

\$

☐ \$

\$

☐ \$

\$

URE:

PROOF OF RECEIPTS

L. CHECKS PAYABLE TO T.G. INCLUDING ESCROW.
MAKER

AMOUNT

\$

TOTAL

\$

CLOSER INSTRUCTIONS

BELOW ANY BILLING INSTRUCTIONS OR OTHER COMMENTS.

TOTAL PREM. & EXAM. CHARGES (TAR) (3)

INSTRUMENTS FOR
RECORDING

FEES:

() DEED (S)

() MORTGAGE (S)

() MTGE. SAT.

() Assignment
TOTAL RECORDING FEES (4)

ESCROW DEPOSIT (5)

MTGE. TAX (BORROWERS) (6)

MTGE. TAX (LENDERS) (7)

DEED TAX (8)

*CAPITAL GAINS TAX (9)

R.P.T. TAX (10)

TOTAL CHARGES DUE (11)
(ADD 3 TO 10)

LESS: AMOUNT RECEIVED (12)

BALANCE DUE (If any) (13)

2411.00

2200

16.50

2950.00

5399.50

ERS SIGNATURE:

David T. Schweneby

5204B 35M

* IF PAYABLE ONLY TO T.G.

CLOSING DATE:

3 APR 90

THIS INDENTURE, made the 27th day of April , nineteen hundred and seventy-six

BETWEEN SADA RESTAURANT CORPORATION, a domestic corporation with its principal office and place of business located on Route 32 (no number) in the Town of New Windsor, Orange County, New York,

party of the first part, and LA CASA D'ORO, INC., a domestic corporation, with its principal office and place of business located at 1 Parr Circke, Newburgh, Orange County, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

-----\$10.00----- (TEN)----- dollars,

lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York bounded and described as follows:

BEGINNING at an iron pin in the division line between lands of the ROMAN CATHOLIC CHURCH of ST. JOSEPH, and lands of COLANDREA, said iron pin is located in the westerly highway line of Route 32 between Vails Gate and Newburgh, and being the northeast corner of the herein described parcel, thence on the following five (5) courses and distances:

(1) North 52 degrees - 22' - 00" West for 270.50 feet to an iron pin;
thence (2) South 35 degrees - 38' - 00" West for 195.92 feet to an iron pin;
thence (3) South 49 degrees - 02' - 02" East for 113.74 feet to an iron pin;
thence (4) South 48 degrees - 00' - 00" East for 158.07 feet to an iron pin;
in the westerly highway line of Route 32;
thence (5) North 35 degrees - 38' - 00" East along the said highway line for 214.58 feet to the point and place of beginning; containing 1.270 acres.

BEING a portion of the premises described in a Deed from GRACE SCOTTO to PASQUALE COLANDREA and ANGELINA COLANDREA, his wife, dated May 9, 1961 and recorded in the Orange County Clerk's Office on May 11, 1961, in Liber 1592 of Deeds at Page 234, the said PASQUALE COLANDREA having died a resident of the County of Orange, New York, on August 11, 1970 leaving the party of the first part as survivor.

Reserving, however, to the party of the first part, her heirs, executors, administrators, successors and assigns, a perpetual right of way over and upon the driveway or road leading from said State Route # 32 through the premises herein conveyed to the premises being retained by the party of the first part. Said right of way being more particularly described as follows:

BEGINNING at a point in the westerly highway line of Route 32, said point is located 25.00 feet southerly from the northeast corner of the above described parcel and being the northeast corner of the herein described right of way:

thence (1) S. 35 degrees - 38' W. along the westerly highway line

party of the first part, and LA CASA D'ORO, INC., a domestic corporation, with its principal office and place of business located at 1 Parr Circke, Newburgh, Orange County, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

-----\$10.00----- (TEN) ----- dollars,

lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York bounded and described as follows:

BEGINNING at an iron pin in the division line between lands of the ROMAN CATHOLIC CHURCH of ST. JOSEPH, and lands of COLANDREA, said iron pin is located in the westerly highway line of Route 32 between Vails Gate and Newburgh, and being the northeast corner of the herein described parcel, thence on the following five (5) courses and distances:

(1) North 52 degrees - 22' - 00" West for 270.50 feet to an iron pin;
thence (2) South 35 degrees - 38' - 00" West for 195.92 feet to an iron pin;
thence (3) South 49 degrees - 02' - 02" East for 113.74 feet to an iron pin;
thence (4) South 48 degrees - 00' - 00" East for 158.07 feet to an iron pin;
in the westerly highway line of Route 32;
thence (5) North 35 degrees - 38' - 00" East along the said highway line for 214.58 feet to the point and place of beginning; containing 1.270 acres.

BEING a portion of the premises described in a Deed from GRACE SCOTTO to PASQUALE COLANDREA and ANGELINA COLANDREA, his wife, dated May 9, 1961 and recorded in the Orange County Clerk's Office on May 11, 1961, in Liber 1592 of Deeds at Page 234, the said PASQUALE COLANDREA having died a resident of the County of Orange, New York, on August 11, 1970 leaving the party of the first part as survivor.

Reserving, however, to the party of the first part, her heirs, executors, administrators, successors and assigns, a perpetual right of way over and upon the driveway or road leading from said State Route # 32 through the premises herein conveyed to the premises being retained by the party of the first part. Said right of way being more particularly described as follows:

BEGINNING at a point in the westerly highway line of Route 32, said point is located 25.00 feet southerly from the northeast corner of the above described parcel and being the northeast corner of the herein described right of way:

thence (1) S. 35 degrees - 38' W. along the westerly highway line of Route 32 for 18.64 feet to a point;
thence (2) N 69 degrees - 26' 56" W. for 18.44 feet to a point;

thence (3) N 89 degrees - 07' W. for 53.89 feet to a point;
 thence (4) N 52 degrees - 27' W for 208.36 feet to a point;
 thence (5) N 35 degrees - 38' E for 18.01 feet to a point;
 thence (6) S 52 Degrees - 27' E for 203.00 feet to a point;
 thence (7) S 89 degrees - 07' E for 51.00 feet to a point;
 thence (8) S 69 degrees - 26' 56" E for 26.46 feet to the point of
 beginning.

However, nothing herein contained shall prevent the Party of the Second part, its successors or assigns, from relocating that portion of the driveway or road hereinabove referred to leading from State Route 32 through the premises herein conveyed, providing the relocated driveway or road leads from said Route 32, is eighteen (18') feet in width and leads into that portion of the existing driveway or road at a point where the premises conveyed hereunder meets the adjoining premises retained by the party of the first part in such manner that will not interfere with complete ingress and egress for the safe operation of motor vehicles. Said road or driveway, if relocated, shall be finished comparable to the existing driveway or road with a comparable road bed and finish.

Further reserving to the party of the first part, her heirs, executors, administrators, successors and assigns, the right and easement to continue using the sewer line running from the premises retained by the party of the first part, through the premises herein conveyed to the Town of New Windsor sewer line. Said right and easement to be restricted to the continuation of such use as said line now services the house owned by the party of the first part located on the premises being retained by her and to no added or extended use of same. The party of the first part, her heirs, executors, administrators, successors and assigns, shall have the right to enter upon the lands herein conveyed to make any necessary repairs to the said sewer line up to the point where it may enter the Restaurant building located on the lands herein conveyed. Said repairs to be made at the sole cost and expense of the party of the first part, and upon completion of any such repairs, the party of the first part shall restore the lands disturbed to substantially the same condition they existed prior to such repair. Party of the second part shall make no improvements on the lands over which this right and easement runs so as to prevent party of the first part from entering said lands to make such repairs or which might cause her additional expense in making the repairs and restoring the lands to the condition they now exist.

This conveyance is made and delivered upon the following express agreement between the parties, to wit: in the event a water line is now or hereafter required by Governmental Authority to service the aforesaid adjoining premises retained by the party of the first part, her heirs, legal representatives or assigns, the party of the second part, its successors and assigns, in such event, hereby grants permission to the party of the first part, her heirs or assigns to install, lay and maintain such water line under and through the hereby conveyed premises to the Town of New Windsor water main as directly thereto as is practical and as shall be designated by the party of the second part, its successors and assigns, and upon completion of such installation or repairs thereto, if any, the party of the first part, her heirs, legal representatives or assigns shall restore the lands disturbed to substantially the same condition as they existed prior thereto.

SUBJECT to the following two rights of way insofar as they might affect the premises herein conveyed as set forth in aforesaid Deed from SCOTTO to COLANDREA recorded in Liber 1592 of Deeds at page 234;

1) Subject to a right of way over the driveway or road through said premises as it existed in 1947 granted by the said WILBUR A. BENEDICT and ELIZABETH BENEDICT, his wife, to DOROTHEA SCHUMACHER by deed dated November 22, 1947 and recorded in the Orange County Clerks Office in Liber 1067 of Deeds at page 513.

2) Together with whatever rights, if any, the grantor may have to draw water by means of a piping system from the spring at or near the spring house on the westerly part of the premises conveyed by JOHN J. CLANCEY to ARCHILLE ANTONELLI and LOUIS ANTONELLI as such right was reserved in the Deed of Conveyance between said parties dated May 8, 1931 and recorded in the Orange County Clerk's Office in Liber 717 of Deeds page 519.

BEING the same premises conveyed in a deed from Angelina Colandrea

Second part, its successors or assigns, of the driveway or road hereinabove referred to leading from State Route 32 through the premises herein conveyed, providing the relocated driveway or road leads from said Route 32, is eighteen (18') feet in width and leads into that portion of the existing driveway or road at a point where the premises conveyed hereunder meets the adjoining premises retained by the party of the first part in such manner that will not interfere with complete ingress and egress for the safe operation of motor vehicles. Said road or driveway, if relocated, shall be finished comparable to the existing driveway or road with a comparable road bed and finish.

Further reserving to the party of the first part, her heirs, executors, administrators, successors and assigns, the right and easement to continue using the sewer line running from the premises retained by the party of the first part, through the premises herein conveyed to the Town of New Windsor sewer line. Said right and easement to be restricted to the continuation of such use as said line now services the house owned by the party of the first part located on the premises being retained by her and to no added or extended use of same. The party of the first part, her heirs, executors, administrators, successors and assigns, shall have the right to enter upon the lands herein conveyed to make any necessary repairs to the said sewer line up to the point where it may enter the Restaurant building located on the lands herein conveyed. Said repairs to be made at the sole cost and expense of the party of the first part, and upon completion of any such repairs, the party of the first part shall restore the lands disturbed to substantially the same condition they existed prior to such repair. Party of the second part shall make no improvements on the lands over which this right and easement runs so as to prevent party of the first part from entering said lands to make such repairs or which might cause her additional expense in making the repairs and restoring the lands to the condition they now exist.

This conveyance is made and delivered upon the following express agreement between the parties, to wit: in the event a water line is now or hereafter required by Governmental Authority to service the aforesaid adjoining premises retained by the party of the first part, her heirs, legal representatives or assigns, the party of the second part, its successors and assigns, in such event, hereby grants permission to the party of the first part, her heirs or assigns to install, lay and maintain such water line under and through the hereby conveyed premises to the Town of New Windsor water main as directly thereto as is practical and as shall be designated by the party of the second part, its successors and assigns, and upon completion of such installation or repairs thereto, if any, the party of the first part, her heirs, legal representatives or assigns shall restore the lands disturbed to substantially the same condition as they existed prior thereto.

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BEING the same premises conveyed in a deed from Angelina Colandrea individually, and as an executrix of the Estate of Pasquale Colandrea, deceased, the SADA RESTAURANT CORPORATION by deed dated 13th of April, 1971 and recorded in the Orange County Clerk's Office on April 15, 1971 in Liber 1870 of Deeds at page 783.

1
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the costs of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

AND the party of the first part covenants as follows:

FIRST.—That said party of the first part is seized of the said premises in fee simple, and has good right to convey the same;

SECOND.—That the party of the second part shall quietly enjoy the said premises;

THIRD.—That the said premises are free from incumbrances, except as aforesaid;

FOURTH.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH.—That said party of the first part will forever warrant the title to said premises.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN WITNESS OF

SADA RESTAURANT CORPORATION

NEW YORK

SEAL

1971

KORPORATION

SADA RESTAURANT CORPORATION

By:

Vincent Pillitteri
Vincent Pillitteri, President

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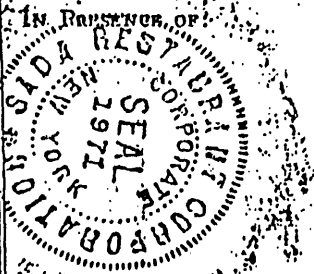
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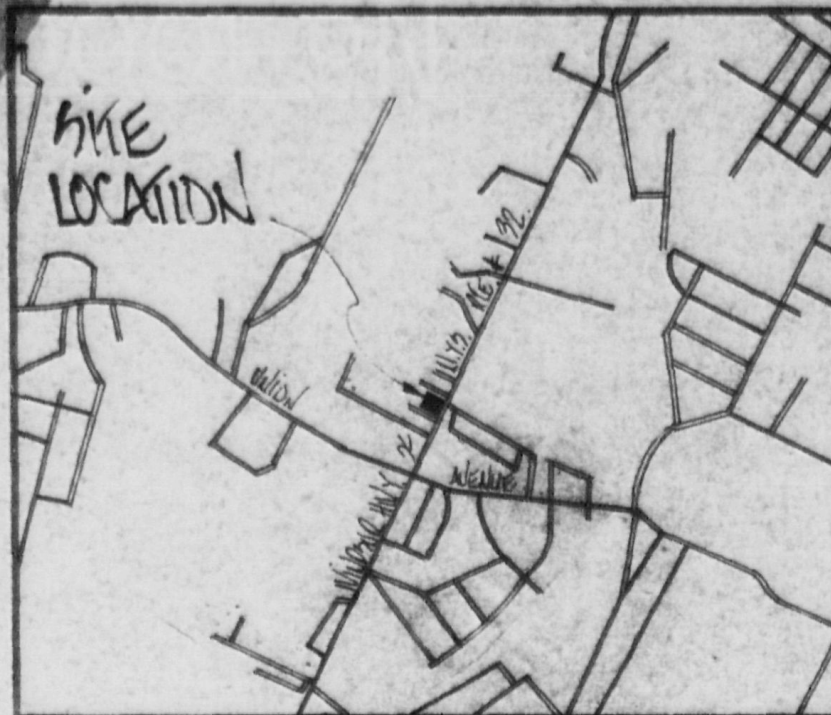
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.



SADA RESTAURANT CORPORATION

By: Vincent Pillitteri, Pres.
Vincent Pillitteri, President



LOCATION MAP:
SCALE: 1" = 1000'

ZONING DISTRICT: NC		
PROPOSED USE - RETAIL STORES		
MINIMUM REQUIRED		PROPOSED
LOT AREA	10000 SQ. FT.	1.27 ACRES
LOT WIDTH	100'	206'
FRONT YARD	40'	85.7'
SIDE YARD	15' / 35'	23' / 75'
REAR YARD	15'	77.2'
MAX. BLDG. HGT.	35'	21.6'
FLOOR AREA	1	0.18

PARKING REQUIREMENTS:

- A. 1 SPACE PER 150 SQ. FT. OF FLOOR AREA IN RETAIL SALES USE.
TOTAL FLOOR AREA FOR RETAIL USE = 5135 S.F.
70% SALES AREA = 3595 S.F.
PARKING REQUIRED = 38 SPACES
- B. RESTAURANT: 1 SPACE FOR EVERY THREE SEATS.
SEATING PROPOSED = 50
PARKING REQUIRED = 17 SPACES
- TOTAL SPACES REQUIRED = 55
SPACES PROPOSED = 58 • 64 STANDARD
4 HANDICAP

N/E WINDSOR COURT MOVEL, INC.
L. 1061 - P. 827

N/E ROMAN CATHOLIC CHURCH OF ST. JOSEPH
L. 11656 - P. 1029

TAX MAP DATA:

SECTION 9
BLOCK 1
LOT 121

DEED REFERENCE:

LIBER 2034
PAGE 824

AREA:

1.190 ACRES.

NOTE:

SUBJECT TO RIGHTS OF INGRESS AND EGRESS TO LANDS NOW OR FORMERLY OF TALNADGE.

RECORD OWNER / DEVELOPER:

LA CHER DESER, INC.
c/o COSIMO DI BRIZZI
4147 LITTLE BRITAIN RD.
NEW WINDSOR, NEW YORK 12550

THE OWNER OF THIS PROPERTY HAS REVIEWED THIS PLAN AND IS IN CONCORDANCE WITH THE INFORMATION AND PROPOSALS SHOWN HEREON.

COSIMO DI BRIZZI

PLANNING BOARD APPROVAL

- Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2 of the N.Y. State Education Law.
- Only copies from the original of this survey marked with an original of the land surveyor's indel seal or his embossed seal shall be considered to be valid true copies.
- Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors. Said certifications shall run only to the person for whom the survey is prepared, and on his behalf to the state, county, governmental agency and lending institution listed hereon, and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent users.
- Underground improvements or encroachments, if any, are not shown hereon.

PATRICK T. KENNEDY L.S.			
44 QUINCY AVENUE, NEW WINDSOR, NEW WINDSOR TOSCO			
SCALE: 1" = 70'	DATE: JUNE 2, 1988	DESIGNED: JUNE 2, 1988	DRAWN BY: R.A.H.
COSIMO DI BRIZZI			
COUNTY OF NEW WINDSOR			
DRAWING NUMBER: 88-281			

COSIMO DI BRIZZI AND THE TOWN OF NEW WINDSOR CERTIFIED TO BE A QUORUM AND RESOLVE SUBJ.

DECEMBER 2, 1988.